



# PRELIMINARY COMMITMENT AND FINAL COMMITMENT APPLICATION

OMB No. 3048-0005  
Expires 07/31/2001

*Please type. Processing of applications may be delayed if the requested information is not provided.*

- 1. Commitment Type Requested.** Check applicable box(es). Ex-Im Bank will accept a request for a final commitment only if the application includes the export sale or lease contract (not required for a Credit Guarantee Facility).

- ☐ Preliminary Commitment (PC) ☐ Final Commitment (AP)
- ☐ With interest rate cap on direct loan
- ☐ Without interest rate cap on direct loan

If you are requesting a PC, provide the reason for seeking a PC instead of an LI (See "How To Apply" for additional guidance): \_\_\_\_\_

- 2. Financing Type Requested.** Check applicable box(es). You may request both a direct loan and a guarantee for a PC. If both financing types are acceptable to Ex-Im Bank, they will be shown in the PC as options. Check only one box for an AP. If the request is for an AP guarantee, the application must include either (i) documentation evidencing the borrower's acceptance of the financing terms offered by the proposed lender (the "lender's mandate") or (ii) an explanation of why the lender's mandate is not available (not required for large aircraft transactions). Refer to **Attachment A** if the transaction involves the export of new large aircraft.

- ☐ Direct Loan ☐ Comprehensive Guarantee ☐ Political Risk Guarantee

If Ex-Im Bank has issued an LI or PC for this transaction, provide the reference number: LI# \_\_\_\_\_ PC# \_\_\_\_\_

- ☐ Check if Ex-Im Bank insurance has been requested for this transaction.

Guarantees only: ☐ Check if the lender's mandate is attached. ☐ Check if the lender's mandate is not available and provide the reason: \_\_\_\_\_

- 3. Special Coverage Requested.** Check applicable box(es).

- ☐ Credit Guarantee Facility (AP only) ☐ Engineering Multiplier Program ☐ Finance Lease Guarantee
- ☐ Note per Disbursement ☐ Environmental Exports Program ☐ Foreign Currency Guarantee
- ☐ Consolidation ☐ Local Cost Guarantee Currency: \_\_\_\_\_
- ☐ Securitized ☐ Interest During Construction ☐ Tied Aid Program - **See Attachment C**
- ☐ Project Finance - **See Attachment F**

- 4. Status of Export Contract.** Check the box below which indicates the status of the contract for the sale or lease of the export items. For an AP, **enclose a copy of the export contract**, unless the application is for a Credit Guarantee Facility. For a PC, **enclose a copy of the bid request**, if any.

- ☐ Contract awarded to exporter ☐ Contract under negotiation (PC only)
- ☐ Bid submitted (PC only) ☐ Bid in preparation (PC only). Bid deadline: \_\_\_\_\_

- 5. Reason for Seeking Ex-Im Bank Support.** Ex-Im Bank will finance an export sale or lease only if it can be demonstrated that Ex-Im Bank support is necessary for the transaction to proceed. Check the box(es) below which describes the rationale for Ex-Im Bank support of this transaction.

- ☐ Foreign ECA competition (complete No. 6) ☐ Private financing unavailable on acceptable terms
- ☐ Other (specify): \_\_\_\_\_

- 6. Foreign Competition.** Complete the information below for each non-U.S. company which competed, is competing, or is expected to compete for this export contract, including competitors which may not be sponsored by other ECAs.

Name	Country	ECA Supported Terms Known to Applicant
Supplier #1:		
Supplier #2:		
Supplier #3:		



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- 7. Applicant.** The applicant for a PC may be any responsible individual, financial institution or non-financial enterprise. The applicant for an AP for a guarantee must be either the borrower or the lender (if the lender's mandate is available). The applicant for a direct loan must be the borrower. Ex-Im Bank requests the gross sales revenue in the last fiscal year and the number of employees of the applicant, exporter, and suppliers to facilitate identification of U.S. small businesses. You do not need to provide sales and employee data for companies which are not U.S. small businesses.

☐ Check if the applicant has been assisted by a city or state export agency and provide the name of the agency: \_\_\_\_\_

Applicant name:		Duns #:
Contact person:		Phone #:
Position title:		Fax #:
Street address:		City:
State/Province:	Postal code:	Country:
Gross sales revenue in last fiscal year: \$	in fiscal year ended:	Number of employees:
Taxpayer ID #:		

- 8. Exporter.** The "exporter" is the company which contracts with the buyer for the sale of the U.S. goods and services.

☐ Check if the exporter is also the applicant (PC only). If not, complete the information below.

Exporter name:		Duns #:
Street address:		Phone #:
City:	State:	Postal code:
Gross sales revenue in last fiscal year: \$	in fiscal year ended:	Number of employees:
Taxpayer ID #:		

- 9. Supplier.** The "supplier" is the U.S. company which manufactures the goods and/or performs the services to be exported.

☐ Check if the supplier is also the applicant (PC only).

☐ Check if the supplier is also the exporter. If neither applies, complete the information below for the primary supplier and attach the same information for additional suppliers.

Supplier name:		Duns #:
Street address:		Phone #:
City:	State:	Postal code:
Gross sales revenue in last fiscal year: \$	in fiscal year ended:	Number of employees:
Taxpayer ID #:		

- 10. Borrower.** The "borrower" is the company which agrees to repay the Ex-Im Bank direct or guaranteed loan.

☐ Check if the borrower is also the applicant. If not, complete the information below.

Borrower name:		Duns #:
Contact person:		Phone #:
Position title:		Fax #:
Street address:		City:
State/Province:	Postal code:	Country:



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- 11. Guarantor.** The “guarantor” is the company which agrees to repay the Ex-Im Bank direct or guaranteed loan if the borrower does not. Complete the information below if a guarantor is proposed.

Guarantor name:	Duns #:	
Contact person:	Phone #:	
Position title:	Fax #:	
Street Address:	City:	
State/Province:	Postal code:	Country:

- 12. Buyer.** The “buyer” is the company which contracts with the exporter for the purchase of the U.S. goods and services.  
☐ Check if the buyer is also the borrower. If not, complete the information below.

Buyer name:	Duns #:	
Street address:	City:	
State/Province:	Postal code:	Country:

- 13. End-user.** The “end-user” is the foreign company which utilizes the U.S. goods and services in its business.  
☐ Check if the end-user is also the borrower.  
☐ Check if the end-user is also the buyer. If neither applies, complete the information below. End-user information is not required for a Credit Guarantee Facility with a financial institution borrower.

End-user name:	Duns #:	
Street address:	City:	
State/Province:	Postal code:	Country:

- 14. Lender.** The “lender” is the company which extends the Ex-Im Bank guaranteed loan to the borrower.  
☐ Check if the lender is also the applicant and the applicant’s office listed in No. 7 is the booking office for the guaranteed loan. If not, complete the information below for the lender’s office where the guaranteed loan will be booked (not a branch or representative office). For an AP guarantee that will be documented under a Master Guarantee Agreement, enclose a completed “*Annex A*”.

Lender name:	Duns #:	
Contact person:	Phone #:	
Position title:	Fax #:	
Street address:	City:	
State/Province:	Postal code:	Country:
Taxpayer ID #:		

- 15. Related Participants.** Describe below any direct or indirect ownership interest, management participation, or family relationship among any of the participants identified in No. 7 through No. 14 above.




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**16. Export Items.** The “export items” are the goods and services to be exported from the U.S..

**16a. Large Aircraft.** ☐ Check if the export items include aircraft which, in a passenger configuration, contain more than 70 seats. If box is checked, complete **Attachment A**.

**16b. Military.** ☐ Check if the buyer is associated in **any** way with the military, if **any** export items are to be used by the military, or if **any** export items are defense articles or have a military application.

**16c. Nuclear.** ☐ Check if **any** export items are to be used in the construction, alteration, operation, or maintenance of nuclear power, enrichment, reprocessing, research, or heavy water production facilities.

**16d. Used Equipment.** ☐ Check if **any** export items are used or refurbished and complete **Attachment E**.

**16e. Description of Export Items.** Briefly describe the goods and services, including for each export item the **type, quantity, model number and capacity (if applicable), SIC Code, contract price, and supplier**. For an aircraft transaction, include a description of the engines. Attach the same information for additional export items not described below.

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**16f. Utilization of Export Items.** Briefly describe the principal business activity of the **end-user** (not required for a Credit Guarantee Facility with a financial institution borrower).

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If the export items are to be used in a project, complete the information below. Following Ex-Im Bank’s initial review of the application, Ex-Im Bank may request supplemental project information.

Project name and location:

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Project purpose:

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Project capacity:

Primary contractor:

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Estimated total project cost (equivalent U.S.\$):

Estimated foreign exchange cost (equivalent U.S.\$):

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Construction start date (month/year):

Project completion date (month/year):

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**17. Contract Price.** The “contract price” is the **amount to be shown in the supplier’s invoice related to goods to be exported from the U.S. and services to be performed by U.S. companies**. If there is more than one supplier, the contract price is the sum of the suppliers’ invoice amounts. The “eligible foreign content” is the portion of the contract price representing components to be purchased by the supplier outside the U.S. and **incorporated in the U.S. into the items to be exported**. Costs to be incurred in the end-user’s country are not considered eligible foreign content. Note that the eligible foreign content, if any, is part of the contract price.

**17a. Contract Price:** \$ \_\_\_\_\_ (including eligible foreign content)

**17b. Eligible Foreign Content:** \$ \_\_\_\_\_ Identify the source and briefly describe any eligible foreign content.

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- 18. Financed Amount.** Ex-Im Bank will lend or guarantee an amount related to the contract price no greater than the lesser of (i) 85% of the contract price or (ii) 100% of the U.S. content (contract price minus eligible foreign content). Ex-Im Bank will also finance its exposure fee and eligible ancillary services fees.

**18a. Cash Payment** (minimum 15% of contract price): \$ \_\_\_\_\_

**18b. Financed Portion** (maximum 85% of contract price):\$ \_\_\_\_\_

**18c. Exposure Fee.** ☐ Check if you would like Ex-Im Bank to finance its exposure fee. Complete (1) or (2) below to indicate the exposure fee payment option selected:

(1) Fee financed: ☐ Paid as drawn down ☐ Paid up front

(2) Fee not financed: ☐ Paid as drawn down ☐ Paid up front

**For PC Only:** ☐ Check if you do not want the exposure fee shown in the PC letter. Note that if the exposure fee is financed, it will be shown in the PC letter.

**18d. Ancillary Service Fees.** ☐ Check if you would like Ex-Im Bank to consider financing legal, technical, banking, financial advisory, or other fees related to the structuring, evaluation, and documentation of the financing for this export transaction. Provide in an attachment the name and address of each service provider and the purpose, estimated amount and estimated payable date of each fee.

- 19. Repayment Terms.** Ex-Im Bank supports repayment terms competitive with those offered by export credit agencies of other countries. Repayment of principal is generally required on a semiannual basis beginning six months after the starting point. The “starting point” is generally the event that marks the fulfillment of the exporter’s contractual responsibility.

**19a. Principal Repayment Term:** \_\_\_\_\_ years

**19b. Starting Point.** Check the box below which describes fulfillment of the exporter’s contractual responsibility.

☐ Shipment (single shipment)

☐ Services completion

☐ Installation

☐ Final shipment (multiple shipments)

☐ Project completion

☐ Other (specify): \_\_\_\_\_

Shipments will be completed and/or services will be performed from (month/year): \_\_\_\_\_ to \_\_\_\_\_, **excluding** any acceptance, retention, or warranty period.

- 20. Production Cost.** For an AP, complete the question below that applies to the export contract. The “production cost” of an export item is the sum of (i) direct material and component costs, (ii) direct labor costs, and (iii) indirect costs that can reasonably be attributed to the production of the export item.

If the financed portion (No. 18b.) does not exceed \$10,000,000 **and** the repayment term (No. 19a.) does not exceed 7 years: Does the aggregate U.S. production cost of **all** export items exceed 50% of the total production cost? ☐ Yes ☐ No

If the financed portion (No. 18b.) exceeds \$10,000,000 **or** the repayment term exceeds 7 years: Does the U.S. production cost of **each** export item exceed 50% of the related total production cost? ☐ Yes ☐ No

- 21. Environmental Effects.** If the financed portion exceeds \$10,000,000 **or** the repayment term exceeds 7 years, complete **Attachment B**. Attachment B is not required for aircraft transactions.



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- 22. Other U.S. Government Agencies.** ☐ Check if an application for support of this export contract or related project has been filed with the Agency for International Development, Maritime Administration, Overseas Private Investment Corporation, Trade and Development Agency.
- 23. Credit Information:** Refer to *Attachment G* and include with the application the credit information applicable to this transaction.
- 24. Anti-Lobbying Law. (Applies only to an AP)** Refer to *Attachment D* and include with the application the declaration and disclosure forms required from the transaction participants.
- 25. Commitment Fee/Facility Fee Agreement (Applies only to an AP).** If the applicant is the borrower, then by signing the application, the applicant irrevocably commits itself to pay the commitment fee or, in the case of a Credit Guarantee Facility, the facility fee. If the applicant is the guaranteed lender, then the guaranteed lender has the option of (i) signing the application which irrevocably commits it to pay the fee or (ii) signing the application and enclosing with it an Ex-Im Bank standard form fee letter from the borrower which will irrevocably commit the borrower to pay the fee. If the fee letter from the borrower is not enclosed with the *Final Commitment Application* to Ex-Im Bank, then the guaranteed lender will be irrevocably committed to pay the commitment or facility fee, whichever applies.

A commitment fee accrues starting 60 days after authorization of a final commitment and is payable semiannually in arrears on a schedule determined at the time of authorization of a final commitment. The commitment fee for a direct loan is  $\frac{1}{2}$  of 1% per annum on the undisbursed and uncanceled balance of the Ex-Im Bank loan. The commitment fee for a guarantee is  $\frac{1}{8}$  of 1% per annum on the undisbursed and uncanceled balance of the guaranteed loan. The commitment fee continues to accrue during any suspension, unless the remaining balance of the direct or guaranteed loan is cancelled.

A facility fee is charged by Ex-Im Bank with respect to an authorization of a final commitment for a Credit Guarantee Facility. The facility fee is a flat  $\frac{1}{16}$  of 1% of the principal amount of the facility, payable in two equal installments, with the first due on the 15th day of the month which is approximately 90 days from the date of the authorization of the final commitment and the second installment due on the 15th day of the month which is approximately 270 days from the date of authorization of the final commitment.

- 26. Certifications.** The undersigned certifies that the facts stated and the representations made in this application and any attachments to this application are true, to the best of the applicant's knowledge and belief after due diligence, that the applicant has not omitted any material facts, and that the applicant is not delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of this application.

The undersigned further certifies that it is not currently, nor has it been within the preceding three years: 1) debarred, suspended or declared ineligible from participating in any Federal program; 2) formally proposed for debarment, with a final determination still pending; 3) voluntarily excluded from participation in a Federal transaction; or 4) indicted, convicted or had a civil judgment rendered against it for any of the offenses listed in the Regulations Governing Debarment and Suspension (Government-wide Nonprocurement Debarment and Suspension Regulations: Common Rule), 53 Fed. Reg. 19204 (1988).

Applicant (company) name: \_\_\_\_\_

Name and title of authorized officer: \_\_\_\_\_

Signature of authorized officer: \_\_\_\_\_ Date: \_\_\_\_\_



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**Ex-Im Bank would be please to assist you in applying for financial support. If you have any questions, please contact the Business Development Division (Telephone 202-565-3900 or Fax: 202-565-3931). For information concerning financing of large aircraft and ancillary equipment, please contact the Aircraft Finance Division (202-565-3550 or Fax: 202-565-3558).**

Taxpayer Identifying Numbers: Ex-Im Bank intends to use the taxpayer identifying numbers furnished on this application for purpose of collecting and reporting on any claims arising out of such persons' or business entities' relationships with the U.S. government.

Public Burden Statement: Public burden reporting for this collection of information is estimated to average 1 ½ hourse per response, including time required for searching existing data sources, gathering the necessary data, providing the information required, and reviewing the final collection. Send comments on the accuracy of this estimate of the burden and recommendations for reducing it to: Office of Management and Budget, Paperwork Reduction Project ( #3048-0004), Washington, D.C. 20503.